

REQUEST FOR QUOTATION (This is NOT an Order)		This RFQ <input checked="" type="checkbox"/> is <input type="checkbox"/> is not a small business set-aside		Page 1 Of 14
1. Request No. W52P1J-04-T-0009	2. Date Issued 2004JUN29	3. Requisition/Purchase Request No. See Schedule	4. Cert For Nat Def. Under BDSA Reg. 2 and/or DMS Reg. 1	Rating DOA5
5A. Issued By HQ AFSC AMSF5-CCD-B ROCK ISLAND, IL 61299-6000			6. Deliver by (Date) See Schedule	
5B. For Information Call: (Name and telephone no.) (No collect calls) KEVAN WOODIN (309) 782-3961 EMAIL: WOODINK@OSC.ARMY.MIL			7. Delivery <input type="checkbox"/> FOB Destination <input checked="" type="checkbox"/> Other	
8. To: Name and Address, Including Zip Code			9. Destination (Consignee and address, including Zip Code) See Schedule	
10. Please Furnish Quotations to the Issuing Office in Block 5A On or Before Close of Business (Date) 2004JUL29		IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please indicate on this form and return it to the address in Block 5B. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any interpretations and/or certifications attached to this Request for Quotation must be completed by the quoter.		

11. Schedule (Include applicable Federal, State, and local taxes)					
Item Number (a)	Supplies/Services (b)	Quantity (c)	Unit (d)	Unit Price (e)	Amount (f)
	(See Schedule)				

12. Discount For Prompt Payment	a. 10 Calendar Days %	b. 20 Calendar Days %	c. 30 Calendar Days %	d. Calendar Days	
				Number	Percentage

NOTE: Additional provisions and representations <input type="checkbox"/> are <input type="checkbox"/> are not attached.					
13. Name and Address of Quoter (Street, City, County, State and Zip Code)		14. Signature of Person Authorized to Sign Quotation		15. Date of Quotation	
		16. Signer			
		a. Name (Type or Print)		b. Telephone	
		c. Title (Type or Print)		Area Code	
				Number	

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-04-T-0009 MOD/AMD	Page 2 of 14
Name of Offeror or Contractor:		

SUPPLEMENTAL INFORMATION

A-1 AS CONTAINED IN THIS REQUEST FOR QUOTE (RFQ), THE CONTRACTOR SHALL PROVIDE THE SPECIFIED TESTING IN SUPPORT OF THE MULTIPLE ROUND CONTAINER PROGRAM. AS SUCH, A BILATERAL, FIRM-FIXED-PRICED PURCHASE ORDER WILL BE AWARDED.

A-2 THE SPECIFIED TESTING SERVICES IN THIS RFQ HAVE BEEN DETERMINED BY THE CONTRACTING OFFICER NOT TO BE SUBJECT TO THE REQUIREMENTS OF THE SERVICE CONTRACT ACT.

A-3 THIS RFQ IS ISSUED AS A SMALL BUSINESS SET-ASIDE.

A-4 FAR CLAUSE 52.213-4, TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS), IS CONTAINED IN THIS RFQ. THIS CLAUSE CONTAINS OTHER CLAUSES/PROVISIONS, BY REFERENCE, THAT ARE APPLICABLE TO THIS RFQ. IN ADDITION, THIS CLAUSE HAS BEEN MODIFIED TO REFLECT THE REQUIREMENTS OF THIS RFQ.

A-5 ANY QUESTIONS CONCERNING THIS RFQ SHALL BE SUBMITTED, BY EMAIL, IN A TIMELY MANNER TO THE CONTRACTING OFFICER, AS CONTAINED IN BLOCK 5A/B OF THIS RFQ COVERSHEET.

*** END OF NARRATIVE A 001 ***

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<div>SUPPLIES OR SERVICES AND PRICES/COSTS</div> <div>SERVICES LINE ITEM</div> <div>NOUN: FAT TESTING/REPORT - MRC 7X27 SECURITY CLASS: Unclassified</div> <div>CLIN CONTRACT TYPE: Firm-Fixed-Price PRON: DE4N7A09SB PRON AMD: 02 AMS CD: 42212300000</div> <div>Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Destination</div> <div>Deliveries or Performance DEL REL CD QUANTITY DAYS AFTER AWARD 001 1 0180</div>	1	LO		\$

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-04-T-0009 MOD/AMD	Page 4 of 14
---------------------------	--	----------------------------

Name of Offeror or Contractor:

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

I. PERFORMANCE SPECIFICATIONS AND REQUIREMENTS - TESTING SERVICES

C.1 This Scope of Work (SOW) provides for the testing of Multiple Round Containers (MRCs). These MRCs are 7 inches around by 27 inches high. The government will provide to the contractor a sufficient number of test samples (containers) to perform and complete the required tests. This contractor-provided testing shall include:

C.1.1 Hot and Cold High Frequency Vibration Tests include:

C.1.1.1 Test set-up of the required instrumentation to control, monitor, and record the test spectrums;

C.1.1.2 Set-up of the environmental chamber and the required equipment to introduce the hot and cold test temperatures;

C.1.1.3 Fixture. Modification of the test fixtures to accommodate the container units;

C.1.2 Mounting and installation of the test sample(s) to the fixtures in the test chamber;

C.1.2.1 Including, but not limited to, the installation of test port(s), inert loading of fill, providing helium to conduct leak testing and test fixtures.

C.1.2.2 Vertical Axis Vibration Test at 165 degrees Fahrenheit, one (1) hour, Category 8 testing at 2000 Hz bandwidth, and four (4) hours at Category 9 testing at 500 Hz bandwidth.

C.1.2.3 Vertical Axis Vibration Test at minus 35 degrees Fahrenheit, one (1) hour, Category 8 testing at 2000 Hz bandwidth, and four (4) hours at Category 9 testing at 500 Hz bandwidth.

C.1.2.4 Horizontal Axis Vibration Test at 165 degrees Fahrenheit, one (1) hour, Category 8 testing at 2000 Hz bandwidth, and four (4) hours at Category 9 testing at 500 Hz bandwidth.

C.1.2.5 Horizontal Axis Vibration Test at minus 35 degrees Fahrenheit, one (1) hour, Category 8 testing at 2000 Hz bandwidth, and four (4) hours at Category 9 testing at 500 Hz bandwidth.

C.1.3 United Nations Performance Oriented Packaging (POP) Test:

C.1.3.1 Drop testing per Section 178.603 - six (6) at ambient temperature, one (1) at 165 Fahrenheit, and one (1) minus 35 degrees Fahrenheit.

C.1.3.2 Stack Testing in accordance with Section 178.606

C.1.3.3 Low Frequency Vibration Ambient Testing in accordance with Section 178.6006.

C.1.3.4 Low Frequency Vibration Testing, Extreme Temperatures, minus 35 degrees Fahrenheit, 165 degrees Fahrenheit.

C.1.4 Rough Terrain Handling:

C.1.4.1 The container shall be subjected to not less than 30 miles of exposure divided between paved road, gravel road, and off road/field exposure per attached drawing and description.

C.1.5 Cylinder Pressure Test at 200 PSI for 15 minutes at ambient temperature.

C.1.6 Forty Foot Drop Test at 40 feet height onto a non-yielding surface.

C.2 At the conclusion of the testing by the contractor, the government representative, utilizing government furnished test equipment, will test each container to determine whether or not the MRCs passed the testing.

C.3 The contractor-provided testing shall be completed within thirty (30) days after the government (Pine Bluff Arsenal) produces the samples.

C.3.1 The contractor shall prepare and provide a report of all the test data to the government point of contact at the conclusion of the tests.

C.3.2 The government points of contact are:

Name of Offeror or Contractor:

Research Development and Engineering Command-Rock Island (ECBC-RI)
 ATTN: AMSRD-ECB-END-S (Mssrs. William R.Meyer or Nino L. Bonavito)
 Building 61
 Rock Island, IL 61299

Phone number for William Meyer is 309-782-5404; phone number for Nino Bonavito is 309-782-3809.

*** END OF NARRATIVE C 001 ***

PACKAGING AND MARKING

PACKAGING AND MARKING

D-1 THERE ARE NO PACKAGING AND MARKING REQUIREMENTS FOR THIS REQUEST FOR QUOTE.

*** END OF NARRATIVE D 001 ***

INSPECTION AND ACCEPTANCE

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	Regulatory Cite	Title	Date
1	52.246-4528 LOCAL	REWORK AND REPAIR OF NONCONFORMING MATERIAL	MAY/1994

a. Rework and Repair are defined as follows:

(1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.

(2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, DD Form 1694, to the Contracting Officer for review and written approval prior to implementation.

d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of clause)

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN W52P1J-04-T-0009 MOD/AMD</p>	<p style="text-align: center;">Page 6 of 14</p>
--	--	--

Name of Offeror or Contractor:

(ES7012)

2	52.246.4531	ACCEPTANCE INSPECTION EQUIPMENT	MAY/1994
	LOCAL		

- a. Acquisition, maintenance, and disposition of inspection equipment shall be in accordance with ANSI/NCSL Z540-1 or ISO 10012-1.
- b. The Contractor shall provide all Acceptance Inspection Equipment (AIE) (except for any equipment listed as available in Section H and/or in Appendix I of this contract) necessary to assure conformance of components and end items to contract requirements. Equipment listed as available shall be furnished by the Government in accordance with the Government Property clause of this contract. Government furnished Acceptance Inspection Equipment shall not be used by the contractor or his subcontractors in lieu of work gages.
- c. All AIE shall be available for use prior to First Article submission, if First Article is required, or prior to initiation of production under this contract.
- d. Contractor furnished AIE shall be made (i) in accordance with the equipment drawings specified in Section C description/specifications section), or (ii) in accordance with any other design, provided that the design documentation is approved by the Government. AIE designs utilized for inspection of characteristics that are classified as Minor require approval by the Government Quality Assurance Representative (QAR). AIE design documentation for inspection of characteristics listed as Critical, Special, or Major shall be submitted to the Government for review and approval in accordance with the Contract Data Requirements List, DD Form 1423.
- e. Resubmission of AIE design documentation for approval on a follow on contract is not required provided inspection characteristic parameters) specified in the current technical data package and the previously approved AIE design documentation remain unchanged. The contractor shall provide the contract number and identify previously approved AIE documentation that meets the above prerequisites.
- f. The Government reserves the right to disapprove at any time during performance of this contract, use of any AIE not meeting the requirements of the approved design documentation.

(End of clause)

(ES7010)

3	52.246-4532	DESTRUCTIVE TESTING	MAY/1994
	LOCAL		

- a. All costs for destructive testing by the Contractor and items destroyed by the Government are considered as being included in the contract unit price.
- b. Where destructive testing of items or components thereof is required by contract or specification, the number of items or components required to be destructively tested, whether destructively tested or not, shall be in addition to the quantity to the delivered to the Government as set forth in the Contract Schedule.
- c. All pieces of the complete First Article shall be considered as destructively tested items unless specifically exempted by other provisions of this contract.
- d. The Contractor shall not reuse any components from items used in a destructive test during First Article, lot acceptance or inprocess testing, unless specifically authorized by the Contracting Officer.
- e. The Government reserves the right to take title to all or any items or components described above. The Government may take title to all or any items or components upon notice to the Contractor. The items or components of items to which the Government takes title shall be shipped in accordance with the Contracting Officer's instructions. Those items and components to which the Government does not obtain title shall be rendered inoperable and disposed of as scrap by the Contractor.

(End of clause)

(ES7011)

INSPECTION AND ACCEPTANCE

E-1 THE CONTRACTOR SHALL PERFORM QUALITY ASSUEANCE INSPECTIONS FOR THE SPECIFIED TESTING AND SHALL PROVIDE DOCUMENTATION THAT THE

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 7 of 14
	PIIN/SIIN W52P1J-04-T-0009	MOD/AMD	

Name of Offeror or Contractor:

SPECIFIED TESTING COMPLIES WITH THE REQUIREMENTS STATED IN SECTION C.

E-2 THE GOVERNMENT WILL PROVIDE ITS ACCEPTANCE OF THE TEST REPORT WITHIN THIRTY (30) DAYS AFTER SUBMISSION BY THE CONTRACTOR.

*** END OF NARRATIVE E 001 ***

DELIVERIES OR PERFORMANCE

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

4	52.242-15	STOP-WORK ORDER	AUG/1989
5	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-04-T-0009 MOD/AMD	Page 8 of 14
---------------------------	--	----------------------------

Name of Offeror or Contractor:

SPECIAL CONTRACT REQUIREMENTS

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

6	246.671 LOCAL	MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250)	JAN/1995
---	---------------	---	----------

Material Inspection and Receiving Report (DD Form 250), required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report', will be distributed by the Contractor in accordance with DOD FAR Supplement Appendix F, Part 4.

Send copies to:

1. Purchasing Office

2. Production Management

3. Send additional copies to N/A in accordance with Table 1 and Table 2.

(End of clause)

(HA6025)

CONTRACT CLAUSES

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

7	52.204-7	CENTRAL CONTRACTOR REGISTRATION	OCT/2003
8	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
9	52.213-4	TERMS AND CONDITIONS-SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)	MAY/2004
10	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003) - ALTERNATE I	OCT/1995
11	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) - ALTERNATE I	APR/1984
12	52.243-1	CHANGES - FIXED-PRICE (AUG 1987) - ALTERNATE I	APR/1984
13	52.245-4	GOVERNMENT-FURNISHED PROPERTY (SHORT FORM)	JUN/2003
14	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
15	252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION	NOV/2003
	DFARS		
16	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	JAN/2004
	DFARS		
17	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
	DFARS		
18	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
	DFARS		
19	52.213-4	TERMS AND CONDITIONS-SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)	JAN/2004

(c) FAR 52.252-2, Clauses Incorporated by Reference (Feb 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): -1-

ITEMS (b)(1)(ii) through (viii) are not applicable to this request for quote (RFQ).
 ITEMS (b)(1)(x) and (xi) are not applicable to this RFQ.
 ITEMS (b)(2)(i) through (iv) are not applicable to this RFQ.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-04-T-0009 MOD/AMD	Page 9 of 14
---------------------------	--	----------------------------

Name of Offeror or Contractor:

(End of clause)

(IF8339)

20 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS

MAY/2004

(a) Definitions. As used in this clause-

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

(IF7045)

21 252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD
DFARS CONTRACTS)

MAR/2000

In addition to the clauses listed in paragraph (c) of the Subcontracts for Commercial Items and Commercial Components clause of this contract (Federal Acquisition Regulation 52.244-6), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note).

252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(End of clause)

(IA7745)

22 52.201-4500 AUTHORITY OF GOVERNMENT REPRESENTATIVE
OSC

FEB/1993

AUTHORITY OF GOVERNMENT REPRESENTATIVE

52.201-4500 OSC

(FEB 1993)

The Contractor is advised that contract changes, such as engineering changes, will be authorized only by the Contracting Officer or his representative in accordance with the terms of the contract. No other Government representative, whether in the act of technical supervision or administration, is authorized to make any commitment

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-04-T-0009 MOD/AMD	Page 10 of 14
---------------------------	---	----------------------

Name of Offeror or Contractor:

to the Contractor or to instruct the Contractor to perform or terminate any work, or to incur any obligation.
Project Engineers, Technical Supervisors and other groups are not authorized to make or otherwise direct changes
which in any way affect the contractual relationship of the Government and the Contractor.

(End of clause)

(IS7025)

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN W52P1J-04-T-0009 MOD/AMD</p>	<p style="text-align: center;">Page 11 of 14</p>
--	--	---

Name of Offeror or Contractor:

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

- 23
52.219-1
SMALL BUSINESS PROGRAM REPRESENTATIONS
MAY/2004
- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541380 (insert NAICS code).
- (2) The small business size standard is -2-(insert size standard).
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) Representations.
- (1) The offeror represents as part of its offer that it ___is, ___is not a small business concern.
- (2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ___is, ___is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ___is, ___is not a women-owned small business concern.
- (4) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it is, _____ is not _____ a veteran-owned small business concern.
- (5) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it is, _____ is not _____ a service-disabled veteran-owned small business concern.
- (6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that-
- (i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
- (ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.
- (c) Definitions. As used in this provision-
- "Service-disabled veteran-owned small business concern"-
- (1) Means a small business concern-
- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).
- "Small business concern" means a concern, including its affiliates that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.
- "Veteran-owned small business concern" means a small business concern-
- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.
- "Women-owned small business concern" means a small business concern-
- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.
- (d) Notice.
- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-04-T-0009 MOD/AMD	Page 12 of 14
---------------------------	--	----------------------

Name of Offeror or Contractor:

clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

(KF6003)

24 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004) - ALTERNATE I APR/2002
(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] the offeror shall check the category in which its ownership falls:

- Black American
- Hispanic American
- Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lank, Bhutan, the Maldives Islands, or Nepal).

individual/concern, other than one of the preceding.

(KF6004)

25 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS FEB/1999
The offeror represents that -

- (a) It () has, () has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation;
- (b) It () has, () has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by subcontractors, will be obtained before subcontract awards.

(End of provision)

(KF6019)

26 52.222-25 AFFIRMATIVE ACTION COMPLIANCE APR/1984
The offeror represents that (a) it

- () has developed and has on file,
- () has not developed and does not have on file,

at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) it

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-04-T-0009 MOD/AMD	Page 13 of 14
---------------------------	--	----------------------

Name of Offeror or Contractor:

() has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

(KF6020)

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

27	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	OCT/2003
28	252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	AUG/1999
	DFARS		

29 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE SEP/1990

Any contract awarded as a result of this solicitation will be a DOA5 rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of provision)

(LF6019)

30 52.233-2 SERVICE OF PROTEST AUG/1996

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) , shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

HQ, AFSC
ATTN: AMSFS-CCD-B (KEVAN WOODIN)
BUILDING 350
ROCK ISLAND, IL 61299-6000

EMAIL ADDRESS: WOODINK@OSC.ARMY.MIL

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

(LF6021)

31 AMC AMC-LEVEL PROTEST PROGRAM DEC/2000

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office (GAO) or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command
Office of Command Counsel ATTN: AMCCC-PL
5001 Eisenhower Avenue
Alexandria, VA 22333-0001
Facsimile number (703) 617-4999/5680
Voice Number (703) 617-8176

The AMC-level protest procedures are found at:
<http://amc.army.mil/amc/cc/protest.html>
If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-level Protest Procedures.

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 14 of 14
	PIIN/SIIN W52P1J-04-T-0009	MOD/AMD	

Name of Offeror or Contractor:

(End of provision)

(LM7010)

EVALUATION FACTORS FOR AWARD

M-1 AWARD WILL BE BASED ON THE LOWEST PRICE QUOTED FOR THE TESTING SERVICE, AS CONTAINED IN SCHEDULE B.

*** END OF NARRATIVE M 001 ***